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Attorneys for Defendant
Marriott International, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

JANE DOE (T.R.S.),
Plaintiff,

v.

WYNDHAM HOTELS AND RESORTS;
SKAVP ENTERPRISES, LP; VITARAG
HOSPITALITY, INC.; MARRIOTT
INTERNATIONAL, INC. D/B/A
COURTYARD BY MARRIOTT SAN JOSE
CAMPBELL; and CAMPBELL HHG HOTEL
DEVELOPMENT, LP,
Defendants.

Case No. 2:23-CV-01676-DAD-KJN

Hon. Kendall J. Newman

**JOINT STIPULATION FOR AN
EXTENSION OF TIME FOR
DEFENDANT MARRIOTT
INTERNATIONAL, INC. TO FILE
RESPONSIVE PLEADING**

Plaintiff Jane Doe T.R.S. and Defendant Marriott International, Inc. (“Marriott”) by and through their respective counsel, hereby stipulate and agree to the following:

WHEREAS, Plaintiff filed her Complaint on August 11, 2023, alleging violations of 18 U.S.C. § 1595, the Trafficking Victims Protection Reauthorization Act (“TVPRA”) against Marriott and various other entities, who are not parties to this stipulation.

WHEREAS, on November 8, 2023, Plaintiff attempted service on Marriott, which was not effective.

WHEREAS, on November 16, 2023, Marriott agreed to accept service of the Complaint.

WHEREAS, counsel for the undersigned parties have conferred and agreed to extend by no more than twenty-eight (28) days the deadline for Marriott to respond to the Complaint.

WHEREAS, Plaintiff’s counsel agreed to a new deadline of **December 29, 2023** for Marriott to answer or otherwise plead in response to the Complaint, so that Marriott may investigate the allegations of the Complaint and prepare an appropriate response.

WHEREAS, this extension is sought in good faith and not for purposes of delay.

1 WHEREAS, no prior requests for an extension of time have been made and the requested
2 enlargement of time for Marriott will not prejudice any of the parties involved in this case.

3 **THE PARTIES HEREBY STIPULATE AND AGREE** that the deadline for Marriott to
4 answer or otherwise plead in response to the Complaint is extended up to and including **December**
5 **29, 2023.**

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7 Respectfully submitted,

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9 Dated: November 21, 2023

By: /s/ Patrick Barrett (as authorized on
November 20, 2023)

Patrick Barrett (Pro Hac Vice)
Attorney for Plaintiff Jane Doe T.R.S.

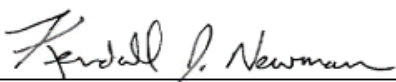
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11
12
13 Dated: November 21, 2023

By: /s/ Amanda Morgan

Amanda Morgan
Attorney for Defendant
Marriott International, Inc.

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17 **IT IS SO ORDERED.**

18 Dated: December 20, 2023

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KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE

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